



Ascent Classical Academy of 27J Approved Waivers

Automatic Waiver List	
State Statute Citation	Description
C.R.S. § 22-32-109(1)(f)	Local board duties concerning selection of staff and pay
C.R.S. § 22-32-109(1)(t)	Determine educational program and prescribe textbooks
C.R.S. § 22-32-110(1)(h)	Local board powers-Terminate employment of personnel
C.R.S. § 22-32-110(1)(i)	Local board duties-Reimburse employees for expenses
C.R.S. § 22-32-110(1)(j)	Local board powers-Procure life, health, or accident insurance
C.R.S. § 22-32-110(1)(k)	Local board powers-Policies relating the in-service training and official conduct
C.R.S. § 22-32-110(1)(ee)	Local board powers-Employ teachers' aides and other non-certificated personnel
C.R.S. § 22-32-126	Employment and authority of principals
C.R.S. § 22-33-104(4)	Compulsory school attendance-Attendance policies and excused absences
C.R.S. § 22-63-301	Teacher Employment Act- Grounds for dismissal
C.R.S. § 22-63-302	Teacher Employment Act-Procedures for dismissal of teachers
C.R.S. § 22-63-401	Teacher Employment Act-Teachers subject to adopted salary schedule
C.R.S. § 22-63-402	Teacher Employment Act-Certificate required to pay teachers
C.R.S. § 22-63-403	Teacher Employment Act-Describes payment of salaries
C.R.S. § 22-1-112	School Year-National Holidays

Non-Automatic Waivers from State Statute and Rule

Ascent Classical Academy of 27J requests the following non-automatic waivers from state statute and rule. These waivers are important in supporting the autonomy of the school to achieve its mission and vision aligned with the philosophy and program proposed in this charter application. Where a waiver from statute is approved, it will be assumed any corresponding rules will also be waived.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<p><i>C.R.S. § 22-9-106. Local Board of Education-Duties-Performance Evaluation System.</i> Requires employee performance evaluations be performed by a person holding an administrative certificate (Type D).</p> <p><i>C.R.S. § 22-2-112(1)(q). Requirements for the Educator Preparation Program Report.</i></p>
<p>Rationale: The designated head of school must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal License, this should not preclude him or her from administering the evaluations under the direction of the head of school. The school’s governing board must also have the ability to perform the evaluation for the principal or designated head of school. Additionally, the school will not be required to report its teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.</p>
<p>Replacement Plan: ACA-27J uses its own evaluation system as agreed to in the Charter School Agreement with the Colorado Charter School Institute (CSI). ACA-27J’s evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be trained in this evaluation system and the methods used for ACA-27J’s evaluation system includes quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, and have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. § 22-9-101 et seq. The school will not be required to report its teacher evaluation data through applicable state collections (i.e. TSDL); however, teacher performance data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.</p>
<p>Duration of Waivers: The waiver will extend for the duration of the contract.</p>
<p>Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.</p>
<p>How the Impact of the Waivers will be Evaluated: Since teacher performance has a critical impact on the performance of the entire school, the impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in this Charter School Agreement.</p>
<p>Expected Outcome: With this waiver, the school will be able to implement its program and evaluate its teachers in accordance with its performance evaluation process, which is designed to produce greater accountability and be consistent with the school’s goals and objectives. This will benefit staff members as well as students and the community.</p>

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

***C.R.S. § 22-32-109(1)(n)(I). Board of Education-Specific Duties School Calendar
C.R.S. § 22-32-109(1)(n)(II)(B). Board of Education-Specific Duties Adoption of District Calendar***

C.R.S. § 22-32-109(1)(n)(II)(A) Board of Education – Teacher Pupil Contact Hours

Rationale: The number of days in the school year will be approximately 164 days per year, which exceeds the current contact hour requirement in state statute. The school will always meet or exceed the minimum required time as detailed in state statute.

Replacement Plan: The school will prescribe the actual details of its own school calendar to best meet the needs of its students. As such, the school will have a calendar that may differ from the rest of the schools within the geographic district. The final calendar and the school’s daily schedule will be designed by the school’s Board of Directors and will meet or exceed the requirements in state statute. In accordance with Charter School Institute (“CSI”) policy, the school will submit its calendar annually to CSI for review and will not make any material modifications to the calendar without notification to CSI.

Duration of Waivers: The waiver will extend for the duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the charter contract.

Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own schedule, designed to meet the needs of its community and educational program, which is vital to the success of its program.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-7-1014(2)(a). Preschool Individualized Readiness Plans -School Readiness - Assessments

Rationale: ACA-27J’s kindergarten program utilizes the Core Knowledge curriculum that aligns to the Colorado Academic Standards (CAS) and assessments to ensure student success and growth. The school already has strong programs and periodic assessments in place that assess students’ physical well-being, social-emotional development, language and comprehension development, cognition, and general knowledge (literacy and mathematics) to determine readiness to achieve higher levels of learning.

Replacement Plan: The school will administer a school readiness assessment to each kindergarten student at the school within the first 60 calendar days of the school year. The assessment instrument(s) used is/are research-based, reliable, and valid. Methods and assessments used are clear and relevant and have the goal of improving student academic growth and meet the intent of the quality standards established in CRS 22-7-1014(2)(a). The data collected from these assessments is used to develop an individualized readiness plan for each kindergarten student and informs programming accordingly. This school readiness data will not be used to deny admission to first grade. The data collected will be made readily available to the Charter School Institute (“CSI”). CSI and the school will report this data, as required by State law.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school.

Expected Outcome: As a result of this waiver, the school will be able to implement the necessary policies to increase student achievement within existing structures.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-32-120. Food Services.

Provides rules and requirements for food service.

C.R.S. § 22-30.5-517 and 1 CCR 302-2 Healthy Beverages

Prohibits the sale of beverages not meeting nutritional guidelines

C.R.S. § 22-30.5-524 Children’s Nutrition - No trans fats in school foods

Rationale: The school will be operating independently of other schools in CSI and should be delegated the authority to develop, adopt, and implement its own operational policies, rules and regulations, subject to the limitations in the Charter School Agreement. ACA-27J notes some of the assumptions behind these statutes are not agreed upon in the field of nutrition and are increasingly being questioned. Other network schools currently hold waivers from these requirements.

Replacement Plan: The school’s governing board will adopt policies and the head of school will prescribe rules and regulations that ensure children have access to nutritious and healthy food options. ACA-27J recognizes these waivers will not apply should the school elect to participate in the national school lunch program.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on on CSI or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school.

Expected Outcome: As a result of this waiver, the school will be able to will set its own policies in keeping with the philosophy and mission as stated in the Charter School Agreement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-1-110. Effect of Use of Alcohol and Controlled Substances to be Taught.

Specifies how, when, and to what extent the effects of alcohol and controlled substances will be taught in all grade levels.

Rationale: CSI has granted the school the authority to determine the educational program and curriculum for the school.

Replacement Plan: ACA-27J offers a broad curriculum that meets the Colorado Academic Standards for Comprehensive Health and Physical Education, to include the sub-standards: Physical and Personal Wellness, Emotional and Social Wellness, and Prevention and Risk Management, to which alcohol and controlled substance education apply.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school.

Expected Outcome: As a result of this waiver, the school will experience an enhanced educational program by being able to administer the school program keeping with the

philosophy and mission as stated in the Charter School Agreement and executing the curricular autonomy contemplated in the Charter School Agreement.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-30.5-505(3)(f). authorizer Board –powers and duties –rules.

Requires the school to assist with concurrent enrollment.

C.R.S. § 22-30.5-525. Individual career and academic plans.

C.C.R 301-81 Rules Governing Individual Career and Academic Plans.

Rationale: ACA-27J is granted the authority to establish its own curriculum and academic program. It should be allowed the autonomy to help prepare its students for life after graduating the school. This statute requires a school to create a plan for its students that directs the students' course selection and includes other requirements not aligned to the mission and vision of the school, affecting its autonomy and program.

Replacement Plan: ACA-27J has a challenging and well-defined core course requirement for graduation. School staff will work with students and parents to help advise students on how to reach their goals for life after graduating from the school, whether they chose college, career, or another path.

The school will establish its own policies for what will be included in a student's ICAP, that at a minimum will:

- Begin in the 9th grade and be reviewed with students annually;
- Be captured in paper or electronic format to be saved with the student's record;
- Encompass individual/self-discovery, career exploration, and academic planning.

Duration of Waivers: The duration of the contract.

Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.

How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the performance criteria and assessments that apply to the school.

Expected Outcome: The school expects as a result of this waiver it will be able to offer a more meaningful post-secondary education readiness program for its students, aligned to the school's mission and vision, that meets the intent of these statutes and rules.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan

C.R.S. § 22-33-105(7)(b) Process for disciplinary appeals

Rationale: As a CSI charter school, the school's governing board must have the ability to hear disciplinary and related appeals under C.R.S. § 22-33-105(2)(c).

Replacement Plan: The charter contract delegates the authority to implement the School Attendance Law of 1963 to the school administration, which is consistent with state law; however, as opposed to CSI carrying out the functions of a school district and its board, the governing board of the school will carry out those functions. To ensure that the school is meeting the intent of the law, the school will involve its legal counsel and CSI in any appeals to the governing board to ensure that students are being afforded appropriate due process. The school will develop a policy for carrying out the requirements of C.R.S. § 22-33-105 for review and approval by CSI. In addition, the school will report expulsion data pursuant to C.R.S. § 22-33-105(2.5).

Duration of Waivers: The duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI and minimal impact on the school.
How the Impact of the Waiver Will be Evaluated: The school will be required to record all data involving suspensions and expulsions with access for review by both CSI and the school's governing board. In addition, the school's governing board will develop policies and procedures for suspensions, expulsions, and denials of admission, for review and approval by CSI.
Expected Outcome: The school expects as a result of this waiver, the school will have a fair and supportive process to make appropriate determinations regarding the School Attendance Law of 1963 at the local level, with administrative oversight by CSI.

Non-Automatic Waivers: Statute Description and Rationale and Replacement Plan
<i>C.R.S. § 22-63-201 Employment Certificate Required</i>
Rationale: The school must be granted the authority to hire teachers and heads of school that will support the school's goals and objectives. The headmaster will not function as a traditional District school principal, but rather will be responsible for a wider range of tasks and act as the school's chief executive officer.
Replacement Plan: The school will seek to attract heads of school and teachers from a wide variety of backgrounds, including, but not limited to teachers from out-of-state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. All employees of the school will be employed on an at-will basis. All employees of the school will meet applicable fingerprinting and background check requirements. All core instructional staff will meet the guidelines set forth in the Colorado state ESSA plan, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in the relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) passing a State Board approved content exam in the relevant subject area. Special Education Teachers will hold the requisite state license and endorsement. The school will report the number of in-field/out-of-field teacher designations, years of experience of teachers, or any other requirements promulgated by CDE.
Duration of Waivers: The waiver will extend for the duration of the contract.
Financial Impact: The school anticipates that the requested waivers will have no financial impact on CSI or the school.
How the Impact of the Waiver Will be Evaluated: The impact of this waiver will be measured by the same performance criteria and assessments that apply to the school, as set forth in the Charter Agreement.
Expected Outcome: As a result of this waiver, the school will be able to operate in accordance with its own program and hire teachers that best fit the school's design, which is vital to the success of its program.